



भारत का राजपत्र

The Gazette of India

असाधारण

EXTRAORDINARY

भाग I—खण्ड 1

PART I—Section 1

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं. 44]

नई दिल्ली, बुधवार, अरंग 14, 1965/चंत्र 24, 1887

No. 44]

NEW DELHI, WEDNESDAY, APRIL 14, 1965/CHAITRA 24, 1887

इस भाग में भिन्न पृष्ठ संख्या ही आती हैं जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed
as a separate compilation

MINISTRY OF COMMERCE

PUBLIC NOTICE

IMPORT TRADE CONTROL

New Delhi, the 14th April, 1965

SUBJECT.—Import of machinery, components thereof, equipment, other commodities and raw materials from the U.S. under A.I.D. non-project loan.

No. 27-ITC(PN)/65.—This Public Notice sets out the conditions governing imports under the United States Agency for International Development Non-Project Loans.

2. All Import Licences issued from 1st April, 1965 onwards against U.S. AID Non-Project Loans shall be subject to the conditions set out in this Public Notice.

3. Importers should especially note that 'Notice to U.S. Business' as set out in clause (II)(A) of the Appendix is applicable to all procurements irrespective of the item of import.

4. The licences against U.S. AID Non-Project Loans shall be either under the Reimbursement Procedure or the Letter of Commitment Procedure, as may be indicated by the Licensing Authority on the Exchange Control Copy of the licences. The Reimbursement Procedure is set out in Clause (IX) of the Appendix. The details of the Letter of Commitment Procedure will be notified separately.

APPENDIX

Terms and conditions governing the issue of import licences under AID Non-Project Loans

(I) ELIGIBLE ITEMS:

A list of eligible items is given in Annexure I (the inclusion of an item in the list does not, however, imply that licences for that item will necessarily be issued). The licence will be valid for the import of goods of U.S. source and origin only.

U.S. "origin" is defined to mean that the goods in question have been grown, mined, or produced through manufacturing, processing or assembly in the U.S.A. Items may have non-U.S.A. components only from countries included in Code 899 as defined in clause (XIII) below provided that the cost of the components to the supplier does not exceed ten per cent of the lowest export price at which the supplier makes the items available for export, excluding shipping costs and marine insurance.

U.S. "source" is defined to mean that the goods are shipped to India either from (a) the U.S.A., or (b) a bonded warehouse or free port if shipped there from the U.S.A. in the form in which received in India.

NOTE.—AID, Washington have relaxed the ten percent limitation on imported components in certain cases, *vide* Source Rulings of AID, Washington reproduced in Annexure IV.

(II) BID INVITATIONS:

A. NOTICE TO U.S. BUSINESS REGARDING PROPOSED PROCUREMENT OF GOODS

Unless the value of the Import Licence is less than \$ 5,000 or unless A.I.D. waives notification requirements [see clause (IV) below], importers are required to follow the procedure explained in Annexure III for notifying U.S. Business regarding the proposed procurement.

It is emphasised that if any U.S. supplier asks for information or clarification from the Indian importer in response to the "Notice to U.S. Business", such enquiries must be answered so that the potential U.S. Supplier is enabled to quote for the particular commodity to be procured. It is the responsibility of the importers to see that such enquiries are duly answered by him and not ignored. The orders as finalized with suppliers should conform to the provisions of clause (V) below.

B. OTHER PROCUREMENT REQUIREMENTS

Information on Price Accepted and Abstracts of Offers and Bids

Upon request by the Ministry of Industry and Supply (Department of Industry), Udyog Bhavan, New Delhi or by AID, the importer shall furnish an abstract of all price quotations, offers, or bids received, as the case may be, showing: (a) the name and address of all offerors or bidders and their Principals, if any (including manufacturers or processors of the goods where known); (b) the offers they made or the bids they submitted in terms of categories of goods, quantity, quality, delivery time offered and other relevant factors; and (c) the name of the successful bidder. In cases where the order was placed or the award made to other than the lowest offerer or bidder, the importer will give the reasons for rejecting the lower offers or bids and for accepting the successful bidder.

(III) IMPORT LICENCES OF LESS THAN \$ 5,000 IN VALUE:

For Import Licence of less than \$ 5,000 in value, the submission of "Notice to U.S. Business" mentioned in clause (II) above is not necessary and the importer

can straightway finalize orders with suppliers. It is, however, essential that the orders as finalized should conform to the provisions of clause (V) below.

(IV) WAIVER OF NOTIFICATION REQUIREMENTS:

1. PROPRIETARY WAIVER

Upon written application by importer, the AID may reduce the 45 days waiting period, or waive this requirement in the case of procurement of proprietary items—i.e., items which are part of an existing plant or are required for the extension of an existing plant or machinery or items such as spare parts for which orders must be placed on the original suppliers for technical reasons. For this purpose, the importer may apply through the Department of Industry (AID Section), Udyog Bhavan, New Delhi to the Director, Industrial Resources Division, Agency for International Development, Washington, D.C. 20523, while submitting the form of "Notice to U.S. Business". Such requests should contain full and detailed justification for the requested "waiver" and should be supported by documentary evidence wherever necessary. Every request should indicate the estimated dollar value, on a F.O.B. or F.A.S. basis, of the equipment for which the waiver is requested. If the request for proprietary waiver is based on the need for standardisation of the equipment, the request should include the following information:—

- (a) Number of identical units of equipment which the importer already possesses;
- (b) Number of similar units of equipment which the importer already possesses;
- (c) Number of employees trained to operate the equipment for which the waiver is requested;
- (d) extent of training of such employees; and
- (e) extent of availability of service and maintenance facilities in India for the equipment for which the waiver is requested.

In no case, should such requests for "waiver" be sent directly to AID. They are to be routed through the Department of Industry (AID Section), Udyog Bhavan, New Delhi who, after satisfying themselves that a *prima facie* case for waiver exists, will forward such requests to AID for the latter's consideration and decision. The importer should not finalize the order unless the waiver applied for is granted by the Agency for International Development, Washington.

2. SOLE AGENCY WAIVER

When importers are the exclusive distributors or exclusive franchised assemblers or processors of products supplied by a certain principal, or are bound by a contractual agreement to buy certain kinds or types of products only from that one supplier, the responsibility for securing "waiver" from AID rests with the supplier, who should send the importer two copies of his request. The supplier's request should be submitted to the Office of Small Business, Agency for International Development, Washington, 25 D.C. The request must be accompanied by a copy of the contractual document governing the Sole Agency Relationship and should be supported by a statement from the supplier similar to the following:—

"We certify that (full name and address of importer) is bound by contractual agreement to purchase his requirements of (Name or description of commodity or products) *only* from (name of supplier); that our agreement prevents his purchasing other brands of this commodity, or products from other suppliers, and that he cannot, therefore, consider competitive offers."

If the waiver is authorized by AID, AID will send one copy of the waiver to the supplier and one copy to the importer. The importer then should send a copy of the waiver to the Department of Industry (AID Section), Udyog Bhavan, New Delhi, stating the Import Licence No. against which he will operate the waiver and should await clearance from the Department of Industry. For each Import Licence issued subsequent to the authorisation of the waiver, the importer should inform the Department of Industry (AID Section), Udyog Bhavan, New Delhi, whether the waiver is still valid and make a reference to the letter of the Department of Industry which conveyed the original clearance to the operation of the waiver. The importer should not finalize any orders until he has received specific clearance from the Department of Industry.

(V) PRICE OF COMMODITIES AND THEIR USE:

The goods should be procured at reasonable prices which should normally approximate the lowest competitive export market price, having regard to quality, time and cost of delivery and other factors. In addition, prices for purchases in bulk shall not exceed the market price prevailing in U.S.A. at the time of purchase, adjusted for differences in the cost of transportation to destination, quality and terms of payment. (The supplier certifies to this price requirement in the Supplier's Certificate shown in Annexure II.) The prices at which contracts are concluded by the importer will be subject to check by the Government. *The contract prices should be shown in U.S. Dollars only.*

Any contracts entered into in violation of the conditions of this paragraph will render the licence liable to cancellation. Goods imported under this Import Licence shall be used only for the purposes for which the Import Licence is issued and/or in accordance with such conditions as may hereafter be prescribed by Government.

(VI) AGENT'S COMMISSION:

Prior to entering into contract with the U.S. Supplier, the importer should ascertain from the U.S. supplier whether he has an Agent in India and whether payment of Agent's Commission is involved. Where the prices include commission for the local distributor (*i.e.*, the Agent Company in India) the importer shall ensure that the contract with the U.S. Supplier provides that the Agent's Commission is deducted from the contract prices, to be settled in rupees in India between the Agent and the importer. This Commission, although payable in rupees in India, will, however, be duly taken into account against the value of the imports authorized under the Import Licence concerned; an equivalent amount will not, therefore, be available for additional imports under the individual licence.

(VII) CREDIT FACILITIES:

If the importer wants to avail himself of the credit facilities offered by the U.S. Suppliers, he could do so provided the period of credit does not extend beyond 90 days after the date of shipment and provided no interest charges, direct or indirect, are payable by him because of the credits extended. No other credit arrangement except to the extent in this paragraph is permissible.

(VIII) DOCUMENTATION:

Ordinarily, Letters of Credit will be opened with various U.S. banks for paying the suppliers for goods delivered. The importer is responsible that the supplier is informed regarding his responsibility in completing and submitting the following documents to the U.S. Bank at the time that the supplier claims payment for the delivered goods. *Each document should indicate the AID Loan Number shown in the Import Licence.* (Further detail of documentation requirements is contained in Annexure V.)

A. *Supplier's invoice.*—The regular, commercial invoice should show quantity, detailed description, gross sales price, net sales price (after deducting, discounts and purchasing agents' commissions) and basis of delivery (*e.g.*, C. & F., C.I.F., F.A.S.) of the goods. If goods were shipped from a free port or bonded warehouse, the invoice should so indicate. The invoice should specifically show the agent's commission involved, with a certificate that Indian agent's commission involved has been deducted from the invoice value.

B. *Evidence of shipment.*—This is normally a shipping bill of lading, although an airway bill, parcel post receipt, or charter party bill, or other commercially accepted documentation is permissible. The document should contain the carrier's statement of charges, and should show the date of shipment.

C. *Supplier's Certificates.*—The original and two copies of the AID Supplier's Certificate and Invoice-and-Contract Abstract must be executed by the supplier, covering each of the following:

1. CERTIFICATE BY COMMODITY SUPPLIERS

The cost of the commodity, including the cost of ocean freight and/or marine insurance (including war risk insurance) when such costs are paid by the supplier for his own or the buyer's account, to be executed by the supplier of the commodity.

2. CERTIFICATE BY CARRIER

The cost of ocean or air freight, to be executed by the carrier.

3. CERTIFICATE BY SUPPLIER OF MARINE INSURANCE

The cost of marine insurance (including war risk insurance) to be executed by the insurer, insurance broker, or underwriter only if the cost of the insurance exceeds fifty dollars (\$ 50).

A copy of the Supplier's Certificate and Invoice-and-Contract Abstract are shown in Annexure II. Note that the certification of U.S. source/origin is part of the supplier's certificate.

The importer must also inform the supplier of his responsibility to send one (non-negotiable) copy of the bill of lading, or other shipping document, one copy of the Supplier's Invoice, and one copy of the packing list to the Controller, U.S. AID Mission, New Delhi.

(IX) PAYMENTS AGAINST IMPORT LICENCES:

Payments against the import licences may be made by the importers through the authorised dealers in foreign exchange in India in the normal manner. The importers shall stipulate in their contracts with suppliers a condition that payments, when due, in accordance with the terms of the contract, will be made only on presentation to the bank concerned of the documents mentioned in Annexure V. The authorized dealers in foreign exchange, while making requests to their correspondents in U.S.A. for opening letters of credit in favour of suppliers, should also instruct the U.S. correspondents to open the letters of credit with the explicit condition that payments will *inter alia* be subject to the presentation by the supplier to the bank concerned of complete sets of the required documents (usually in six copies) as mentioned in clause (VIII) above. It should also be stipulated that each document should indicate the AID loan number shown in the Import Licence. These documents will be forwarded by the U.S. Banks to the Indian Banks concerned who will, in turn, pass on one complete set of documents to the Ministry of Finance (Department of Economic Affairs), Economic Aid Accounts Section, New Delhi, with the numbers of the relative import licences duly noted on each of these documents and along with a certificate of remittance if the invoices are not marked "paid" by the suppliers or certified as 'Paid' by the U.S. or Indian Bank. The above condition regarding documentation will also apply to cases where bills are received by the authorized dealers in foreign exchange on collection basis to cover imports. The fact that these documents are to be submitted by the Indian Banks will, however, not absolve the importers from the responsibility of submission of proper documents to Government.

(X) REPORT REGARDING ORDERS PLACED:

Within a fortnight of the placement of orders, a report should be sent by the importers (with a copy to the Ministry of Finance, Department of Economic Affairs, Economic AID Accounts Branch) to the Department of Industry (AID Section), Udyog Bhavan, New Delhi consisting of the following information and documents:

- A. Number and date and value of the Import Licence and relative AID Loan No.
- B. Value and quantity of orders placed and accepted by the supplier.
- C. Name and address of the supplier.
- D. General description of the items to be imported and Commodity Code Number, if known.
- E. A copy of the order placed on the supplier and of his acceptance.
- F. Number and date of the communication from the Department of Industry (AID Section) relating to publication of "Notice to U.S. Business" or grant of "Waiver", where applicable.

Any change in the terms of the order should be intimated promptly to the Department of Industry (Aid Section), Udyog Bhavan, New Delhi as well as to the Ministry of Finance, Department of Economic Affairs (Economic Aid Accounts Section), New Delhi.

In cases where imports of any of the following items are involved, the importer shall as soon as the purchase contract is made, inform the U.S. AID

Mission, New Delhi (Attention: E.O./PRO) of the name and address of the U.S. Supplier and the particulars of the transaction:

- (a) Stainless Steel and/or Stainless Steel Products in which nickel is an alloy of value,
- (b) Tin plates and/or Terne Plates,
- (c) Nickel products and Nickel Base Alloy Products,
- (d) Tin Metal and Tin Base Alloys in primary forms (excluding pig tin) and tin products and Tin Base Alloy Products including Tin Base Babbitt Metals, and
- (e) Rubber Tyres and Tubes.

(XI) ACTUAL USER LICENCES:

Holders of Actual User Licences for raw materials or components may, at their discretion, import more or less of any items of raw materials or components covered by their licences, subject to the following conditions:

- A. The procedure in clause (II), (III), and (IV) above, as the cases may be, are duly observed;
- B. The face value of the licence is not exceeded; and
- C. The excess in respect of any individual item will not exceed 25 per cent of the value limit, if any, indicated in the licence itself for that particular item.

Further, within the face value of the licence, the licence holder will be allowed to import permissible spare parts and small tools required for the purposes of his factory, provided that the value of such imports will not exceed 25 per cent of the face value of the licence and, further, that banned items of spare parts and small tools are not imported under this scheme. It is, however, pointed out that for import of spare parts, a "Notice to U.S. Business" is necessary and the importer has to comply with the provisions of Clause (II) above. Where, however, the importer wants a waiver of the requirement of "Notice to U.S. Business" in so far as particular spare parts are concerned, he should follow the procedure outlined in clause (IV) above.

The facility allowed in this clause will be applicable to Actual User Licences for raw materials or components and not to the licences granted for machinery and/or spare parts. Actual User licences for components would be those where certain components are allowed to be imported for the assembly of the finished products.

The facility to import permissible spare parts and small tools required for licence holder's factory upto 25 per cent of the face value of Actual User licences for raw materials and/or components will be available even where the licence does not cover more than one item. The permissible spare parts are those required for the servicing, maintenance and replacement purposes of the plant, machinery and equipment installed in licence holder's factory. But spare parts of machinery which are specified elsewhere in the Red Book such as, ball bearings, bolts and nuts, etc., will not be allowed to be imported. The small tools are the tools covered by S. No. 20/II. Small tools falling under S. No. 20/II other than those specified in Appendix 15 of the Red Book and which are shown as licensable to Actual Users will be considered as permissible small tools.

The above facility will be allowed by the Customs Authorities on the strength of this Public Notice and it will not be necessary for licence holders to get their licences specially endorsed for this purpose.

(XII) SIXTY PER CENT SHIPMENT ON U.S. FLAG VESSELS:

It should be ensured that at least 60 per cent of the total tonnage of all orders (computed separately for dry bulk carriers, dry cargo liners and tankers) is shipped on U.S. Flag commercial vessels.

(XIII) FORTY PERCENT SHIPMENT ON INDIAN FLAG VESSELS:

The remaining 40 per cent of the total tonnage of all orders (computed separately for dry bulk carriers, dry cargo liners and tankers) should be shipped on Indian vessels to the extent that such Indian vessels are available at competitive

and reasonable rates of freight. If, however, no suitable Indian Vessel is available at competitive and reasonable rates, a non-availability certificate about Indian vessels should be obtained by the Importer/Supplier from the Secretary, Shipping Coordination Committee, Ministry of Transport, New Delhi (Cable—Trans-chart). Freight charges in respect of goods transported on Indian flag vessels shall be payable in Indian rupee only.

If the non-availability of Indian flag vessels is established in the manner prescribed above, the importer/supplier may ship those goods in a third country vessel. The vessel so used should be of countries included in Code 89 of the A.I.D. Geographic Code in effect at the time of shipment. The code includes all countries except the following:—

The Union of Soviet Socialist Republics, Albania, Bulgaria, Czechoslovakia, East Germany, Estonia, Hungary, Latvia, Lithuania, Rumania, Poland, Danzing Vietnam (north), North Korea, China (Mainland), and communist controlled areas (which include Manchuria, Inner Mongolia, the provinces of Tsinghai and Sikang, Sinkiang, Tibet, the former Kwantung leased territory, the present Port Arthur Naval Base Area, and Liaoning Province), Outer Mongolia and Cuba.

In order to facilitate remittance of ocean freight in cases where third country vessels are used in the circumstances and under the conditions set forth in the preceding two sub paragraphs of this clause, the importer should, at the time of opening letters of credit against licences, ensure that it is stipulated that, in addition to the shipping documents etc required for the purposes of negotiations, the suppliers or shippers should produce the prescribed certificate regarding non-availability of Indian vessels, in the event of goods up to 40 per cent tonnage limit being transported by third country vessels, for drawing the freight amount under the Letter of Credit.

(XIV) DISQUALIFIED VESSELS

No part of the goods covered by the licence should be shipped in any of the vessels notified in the Ministry of Commerce Public Notice No. 16-ITC(PN)/65, dated the 20th March, 1965, as amended from time to time.

In the letters of credit opened on U.S. Banks against AID licences it is not necessary to detail the list of ineligible vessels as this list may undergo revision from time to time and necessitate frequent amendments to the letters of credit. It will be enough if instead of detailing the list of ineligible vessels, the letters of credit opened on U.S. Banks stipulate, *inter-alia* for the production of the following certificate:—

"The vessel owner or operator certifies that the vessel which will perform under this contract is not a vessel which has been banned by AID for transporting AID financed goods. The vessel owner or operator further certifies that they assume full responsibility for any claim filed by AID, Washington or any other authority in case of violation of the requirement".

(XV) CHARTERED VESSELS

Goods covered by the licence should not be carried in vessels or aircraft chartered for the purpose unless such charter has been approved in advance by the AID Washington. Application for securing approval must be made to the Resources Transportation Division, AID, Washington, 25 D.C. The importer shall ensure that such charter is in accordance with the provisions of clauses (XII) and (XIII).

(XVI) MARINE INSURANCE

Marine Insurance may be effected either with U.S. or Indian Insurance companies. In respect of insurance covered with Indian Insurance Companies, insurance premia shall be payable in rupees but it should be stipulated that any claim arising should be settled in U.S. dollars.

(XVII) INSURANCE CLAIMS:

Claims for deficiency in quality and specifications for defective goods, short-landings, damages, etc., with the suppliers/steamer companies/insurance companies shall be settled in dollars, the payment being remitted by the supplier/steamer companies/insurance companies to the concerned Bank in India of the importer. There is, however, no objection to claims arising out of short-landings and/or

damages to goods, while in transit with shipping companies, being settled by the shipping companies' representatives in India in rupees. Immediately upon the settlement of claims, the importer should notify the Department of Industry (AID Section), Udyog Bhavan, New Delhi, all the details of such payment and also furnish a certificate from the concerned Indian Bank that all the foreign exchange in connection with the settlement of the claims has been received in India. A copy of the report to the Department of Industry and a copy of the certificate of the Indian Bank should be sent to the Ministry of Finance, Department of Economic Affairs (Economic Aid Accounts Section), New Delhi. In addition, a quarterly statement as in the form enclosed as Annexure VI should be rendered to the Department of Industry (Aid Section), Udyog Bhavan, New Delhi. It is imperative that importers should receive the claim in India and should, in no case, arrange for their being credited to their accounts, if any, with the suppliers/shipping companies abroad.

(XVIII) MARKING OF COMMODITIES:

The importer shall make arrangements with his suppliers to comply with the requirements regarding marking of the commodities imported as set out in Annexure VII.

(XIX) RECORDS AND INSPECTION:

In order to identify the items financed under the Loan; to disclose their costs and their use, to show the nature and extent of solicitation of prospective suppliers and the basis for the award of the contracts or orders involved and to indicate the progress in their utilisation, the importer shall maintain a copy of each of the following documents:—

- A. (1) Bill of Lading.
- (2) Supplier's Invoice(s).
- (3) Packing List.
- (4) Certificate of Origin.
- (5) AID Supplier's Certificate.
- (6) Import Licence.
- B. (1) Invitation to Bid (if any).
- (2) OSB Notice, or copy of waiver of this requirement.
- (3) Bids received.
- (4) Evaluation of bids, including justification for award.
- C. Contract or Order.
- D. Claims for insurance—all correspondence involved.
- E. Stock and Inventory Records which will include information concerning the disposition and/or utilisation of the imported items. These should be part of the importer's ordinary stock and inventory records and separate records only for the items imported under AID licence are not required to be maintained.

Such books and records shall be maintained until seven years from the date of the licence. The importer shall enable the authorised representative of the AID to inspect the utilisation of all items imported under the licence and the records and books maintained in that connection and shall afford all reasonable opportunity and assistance to them for such examination.

(XX) NOTIFYING SUPPLIER

The importer should apprise the supplier that AID Regulation I as published in U.S. Government *Federal Register* dated the 12th September, 1964 as may be amended from time to time applies to the transaction.

(XXI) SPECIAL CONDITIONS:

Some special conditions are also applicable to imports of certain items. These special conditions and the items concerned are set out in Annexure VIII. The importer shall ensure that the special conditions, as applicable to the import of

the items in question, are observed in addition to the other conditions detailed in this Public Notice. He should also ensure that the contract entered into with the U.S. Supplier embodies *inter alia*, the relevant provisions with which the U.S. Supplier has to comply under such special conditions.

(XXII) DISPUTES:

It should be understood that the Government of India will not undertake any responsibility for disputes, if any, that may arise between the importers and suppliers.

(XXIII) FUTURE INSTRUCTIONS:

The importer shall promptly comply with any directions, instructions or orders issued by Government regarding any and all matters arising from or pertaining to the import licences.

(XXIV) BREACH OR VIOLATIONS:

Any breach or violation of the conditions set forth in the clauses mentioned above will result in appropriate action under the Imports and Exports (Control) Act.

(XXV) LIST OF ANNEXURES BY TITLES:

Annexure I List of Eligible items.

Annexure II Supplier's Certificate.

Annexure III Notice to U.S. Business.

Annexure IV Source Rulings.

Annexure V Documents required from suppliers.

Annexure VI Quarterly statement of claims relating to shortlandings etc.

Annexure VII Marking requirements.

Annexure VIII. Special Conditions applicable to certain items of Import.

ANNEXURE I

List of Eligible Items.

SI. No.	AID Commodity Code.	Description	Special conditions
1	2	3	4
1	050	<i>Fats and Oils</i> (Limited to inedible Fatty Acids for industrial use)—See Note 3 at the end.	
2	060	Oil cake and Meal—for the manufacture of Antibiotics only.	
3	190	Vegetable fibres (except cotton) for industrial purposes only.	
4	215	Naval Stores limited to Gum Rosin, Wood Rosin, Gum Turpentine and Wood Turpentine	

1	2	3	4
5	220	<i>Alcohol comprising</i> (a) Ethylene Glycol Alcohol. (b) Butyl Alcohol. (c) Other Alcohols.	
6	230	<i>Nitrogenous Fertilizers</i> (See Note 3 at the end)	See Annexure VIII
7	233	<i>Potash Fertilizers</i>	Do.
8	234	<i>Chemical and Mechanical Fertilizer Mixtures comprising.</i> (a) Ammonium Phosphate and other Nitrogenous Phosphate—Type, and (b) Prepared Fertilizer Mixtures.	Do.
9	235	<i>Phosphates and Phosphatic Fertilizer Materials comprising.</i> (a) Phosphate Rock and (b) Phosphate Fertilizers, soluble and other.	Do.
10	236	<i>Pesticides and Agricultural Chemical Specialities</i> (excluding DDT) (a) Pesticides—Agricultural Type (b) Household and Industrial Type Pesticides. (c) Agricultural Chemical Specialities	See Annexure VIII
11	237	<i>D.D.T. for all purposes (20% or more DDT) comprising.</i> (a) D.D.T. Technical, (b) DDT formulations containing 20 to 74% and (c) DDT formulations containing 75% or more DDT.	Do.
12	370	<i>Medicinal and Pharmaceutical Preparations comprising.</i> (a) finished medicinal and pharmaceutical preparations, (b) Medicinal chemicals and Biologics and (c) Anti-malaria drugs.	Do.

Exceptions : *The following items are not eligible :*

Blood Plasma
Contraceptives, oral, mechanical or cream (of any type)
Streptomycin in combination with Penicillin
Libido Preparations (of any type)

- 13 390 *Chemicals and Chemical Preparations (excluding Alcohol, Fertilizers and Fertilizer Materials, Dyestuffs, Synthetic Rubber and toilet preparations) comprising.*

- (a) Coal tar products (except Dyestuffs)
- (b) Chemical Specialities (excluding Agricultural chemical specialities).
- (c) Pigments, paints and varnishes.
- (d) Vegetable Dyeing and Tanning Extracts—
See Note 3 at the end.
- (e) Explosives, Fuses and Blasting Caps.
- (f) Industrial Chemicals (other than Alcohol)—
See Note 3 at the end.
- (g) Raw Materials for Plastics.

Exception Deodorizers, Household use, are not eligible.

1	2	3	4
14	393	<i>Coal-Tar Dyestuffs (Excluding Sulphur Black)</i> See Annexure VIII	

15 **540** *Yarns, Thread and Man-made Textile Fibres*
comprising :

- (a) Man-made Fibres,
- (b) Cotton yarns,
- (c) Wool Yarns,
- (d) Man-made Fibre Yarns, and
- (e) Other Yarns and Threads.

16 **542** *Miscellaneous Textile Products Not Elsewhere classified*, comprising :

- (a) Cord, Rope and Twine, Cotton
- (b) Cord, Rope, and Twine, other than Cotton—See note 3 at the end.
- (c) Miscellaneous Textile Products ; not elsewhere classified.

Exception :—Textile Fabrics are not eligible.

17 **570** *Lumber and Sawmill Products and Lumber Manufacturers* comprising :

- (a) Hardwood Logs, Bolts, and Hewn Timber (except Railroad Ties)
- (b) Softwood Logs, Bolts, and Hewn Timber (except Railroad Ties)
- (c) Railroad Ties (Sleepers)
- (d) Telegraph, Trolley, and Electric Light Poles, and Piling.
- (e) Pit Props, Mine Timbers, and other Unmanufactured Wood.
- (f) Softwood Sawmill Products (except Railroad ties)
- (g) Oak and other Hardwood Flooring
- (h) Other Hardwood Sawmill Products (except Railroad Ties)
- (i) Box shooks
- (j) Staves, Heading and Cooperage Shooks
- (k) Plywood
- (l) Veneers
- (m) Shingles
- (n) Millwork (excluding Prefabricated Houses and Parts)
- (o) Built up, laminated or prefabricated Structural shapes and structures
- (p) Furniture
- (q) Battery Separators
- (r) Other

18 **591** *Pulp, Paper and Paper Products (Except Newsprint)* comprising :

- (a) Pulpwood
- (b) Pulp
- (c) Paper Stock, Wastepaper and other Fibrous Raw Materials.
- (d) Other Papers (Fine, Coarse, Book and Sanitary Tissues)
- (e) Paperboard
- (f) Paper and Paperboard Products

1

2

3

4

19 592 *Newspaper*20 620 *Petroleum Fuels comprising*
 (a) Aviation Gasoline
 (b) Motor Gasoline
 (c) White Spirits
 (d) Kerosene
 (e) Gas and Diesel Oil
 (f) Jet Fuels, All Types
 (g) Residual Fuel Oil

} See note 3 at the end

21 621 *Petroleum Non-Fuels comprising :*

(a) Lubricants and Greases	} See Annexure VII
(b) Misc. Liquid Petroleum Products (including Additives of Petroleum origin for motor oils)	
(c) Petroleum Asphalt—See note 3 at the end.	
(d) Paraffin and other Petroleum Wax	

(e) Petroleum Coke

(f) Petrolatum and Petroleum Jelly

22 623 *Crude Oil*—see note 3 at the end

Do.

23 640 *Non-Metallic Minerals and Products (except Petroleum) comprising :*

- (a) Hydraulic Cement—See note 3 at the end.
- (b) Glass and Glass Products.
- (c) Clay and Clay Products
- (d) Other Non-Metallic Minerals—See note 3 at the end.
- (e) Non-Metallic Mineral Products
- (f) Sulphur, Crude, Crushed, Refined
- (g) Stone and Lime.

Exception: Mirrors (except Auto Rear View) and stones, Precious or Semi-Precious, are not eligible

24 650 *Non-Ferrous Ores and Concentrates comprising*

- (a) Aluminium Ore and Concentrates
- (b) Copper Ore and Concentrates
- (c) Lead Ore and Concentrates
- (d) Zinc Ore and Concentrates
- (e) Miscellaneous Metallic Ores and Concentrates,
- (f) Manganese Ores and Concentrates

Exception: Refined Lead and Zinc are not eligible.

1

2

3

4

25 660 *Iron & Steel Mills Products* comprising :

- (a) Pig Iron
- (b) Ferro Alloys—See notes 2 and 3 at the end
- (c) Tin Plates, Terneplates, Tin Mill Black Plate
- (d) Crude Steel (Ingots)
- (e) Semifinished steel, blooms, Billets, Slabs and Sheet Bars
- (f) Bars and Rods, including Bright Steel Bars, Cold-Finished
- (g) Plates, Sheets, Skelp, Strips, etc. Hot and Cold Rolled including Galvanized Products
- (h) Electrical Sheets.
- (i) Railroad Track Materials
- (j) Structural Shapes
- (k) Wire and Wire products
- (l) Steel Tubes, Pipe and Fittings
- (m) Tubes, Pipe, and Fittings, Other than Steel
- (n) Car wheels and Axles
- (o) Other Steel Castings and forgings
- (p) Iron Castings and forgings other than Pipe and Tube
- (q) Fabricated Iron and Steel Products

See Annexure VIII

26 680 *Miscellaneous Iron and Steel Manufactures* comprising :

- (a) Hand Tools (except Power-Driven)
- (b) Miscellaneous Iron & Steel finished Products, not elsewhere classified.

Exception : The following items are not eligible

- (i) Clippers, Electric, Hedge.
- (ii) Furnaces, Household.
- (iii) Furniture, Household or Lawn
- (iv) Oil Burners (Except for industrial use)
- (v) Razor Blade Sharpeners.
- (vi) Ranges, Gas or Electric

27 691 *Aluminium and Aluminium Base Alloys and Aluminium Products* comprising :

- (a) Primary Forms
- (b) Basic shapes
- (c) Miscellaneous Aluminium Manufactures

28 692 *Copper and Copper Products* comprising :

- (a) Primary Forms.
- (b) Basic Shapes.
- (c) Copper Wire, covered or bare
- (d) Miscellaneous Copper Manufactures

29 693 *Brass and Bronze and their Products* comprising :

- (a) Primary Forms
- (b) Basic Shapes
- (c) Miscellaneous Brass and Bronze manufactures.

30 694 *Lead and Lead Base Alloys and their Products* comprising :

- (a) Primary Forms—See Note 3 at the end.
- (b) Basic shapes
- (c) Miscellaneous Lead Manufactures .

I

2

3

4

- 31 695 *Nickel and Nickel Base Alloys and Nickel Products* comprising :
 (a) Primary Forms (See Notes 2 and 3 at the end).
 (b) Miscellaneous Nickel Manufactures . . . See Annexure VIII.
- 32 696 *Tin and Tin Base Alloys and Products* comprising:
 (a) Primary Forms (See notes 2 and 3 at the end).
 (b) Basic Shapes } See Annexure VIII.
 (c) Miscellaneous Tin Manufactures . . . }
- 33 697 *Zinc and Zinc Base Alloys and Zinc Products* comprising :
 (a) Primary Forms (See Note 3 at the end)
 (b) Basic Shapes
 (c) Miscellaneous Zinc Manufactures.
- 34 698 *Miscellaneous Industrial Non-Ferrous Metals and their products* comprising :
 (a) Other industrial Non-ferrous metals,
 Primary forms—(See Note 3 at the end)
 (b) Miscellaneous Non-ferrous Metals manufactures.
 (c) Precious metals manufactures (excluding Jewellery).
- Exception :* Metals, precious Solid or Liquid are not eligible.
- 35 710 *Generators, Motors and Parts* comprising :
 (a) Electric Generators.
 (b) Steam Turbine Generator Sets (Turbogenerators) 500 Kilowatts and over.
 (c) Electric Motors.
- 36 720 *Electrical Apparatus and Parts* comprising :
 (a) Transforming or Converting apparatus
 (b) Distribution and Control Apparatus
 (c) Signals and communications Equipment
 (d) Electric Industrial Furnaces and Heating Devices.
 (e) Misc. Industrial Electrical Apparatus, not elsewhere classified.
- Exception 1 :* Miscellaneous Electrical Household Appliances are not eligible.
- Exception 2 :* The following are not eligible.
- Appliances, Household (except Hand Irons).
 Appliances, Kitchen (Except refrigerators).
 Coffee Makers, Household
 Deep freezes, Household
 Deodorizers, Household
 Dryers, Household (Electric or gas)
 Ice-Cream Freezers Household.
 Lamps, Table or Floor

1 2

3

4

Radio Receivers Electric Battery or Transistor (in excess of \$20.00 F.A.S. each).

Recorders (except repair and replacement parts).

Ranges, Gas or Electric Razors, Electric Television Sets (except tubes and parts) Vacuum Cleaners, Household Washers, Electric (except for Commercial use).

37 730 Engines, Turbines and Parts comprising :

- (a) Turbines and Steam Engines.
- (b) Internal Combustion Engines (including Tractor Engines).
- (c) Steam Boilers and Industrial Heat Exchangers.
- (d) Nuclear Reactors.
- (e) Miscellaneous Engines and Turbines, not elsewhere classified.

Exception : Outboard and Inboard Motors for pleasure Craft are not eligible.

38 740 Construction, Mining, Conveying Equipment and Parts comprising :

- (a) Excavating, Dredging and Grading equipment.
- (b) Bull Dozers, Angle Dozers, Trail blazers, Brush Cutters and similar equipment.
- (c) Mining Equipment, Rock drilling equipment, and earth boring equipment.
- (d) Pumping equipment.
- (e) Conveying equipment, cranes, Hoists, Derricks, Elevators, Industrial Trucks, Industrial Tractors, etc.
- (f) Miscellaneous Construction and Mining Equipment.

39 750 Machine Tools and Parts comprising :

- (a) Lathes
- (b) Boring Machines
- (c) Milling Machines
- (d) Gear Cutting Machines
- (e) Drilling Machines
- (f) Planers and Shapers (except Gear Shapers).
- (g) Grinding Machines
- (h) Broaching Machines
- (i) Miscellaneous Machine Tools, not elsewhere classified.

40 760 Metalworking machinery and Parts (except Machine Tools) comprising :

- (a) Factory Metal—Forming and Cutting Machines.
- (b) Rolling Mill Machinery
- (c) Foundry Equipment
- (d) Forging equipment
- (e) Misc. Metalworking Machinery (except Machine Tools), not elsewhere classified.

1

2

3

4

41

770 Agricultural Equipment and Parts (excluding Tractors) comprising :

- (a) Soil Conditioning and Cultivating equipment.
- (b) Harvesting Machinery (Except Lawn Mower, Hand or Power Operated).
- (c) Farm Dairy and Poultry equipment
- (d) Sprayers and Dusters
- (e) Misc. Agricultural Machinery and Implements, not elsewhere classified.

Exception : Mowers, Lawn or Golf-Green are not eligible.

42

778 Textile Machinery Accessories and Parts

Exception : Cotton Textile Machinery is not eligible.

43

779 Food Products machinery, Equipment and parts

Exception : Machinery processing rice, wheat, citrus fruit, oil seeds and dairy products is not eligible. Spare parts for such machinery will however be eligible.

44

780 Industrial Machinery, Accessories and Parts, not elsewhere classified, comprising :

- (a) Woodworking Machinery.
- (b) Printing and Bookbinding machinery
- (c) Office machinery and appliances
- (d) Miscellaneous Industrial Machinery, not elsewhere classified.
- (e) Air Conditioning and Refrigerating Equipment.
- (f) Ball and Roller Bearing Equipment
- (g) Air Compressors and Vacuum Pumps
- (h) Industrial Indicating, Recording or Controlling Instruments and Testing Machines.
- (i) Valves and Fittings

Exception : The following are not eligible

- (i) Dehumidifiers, Household
- (ii) Air Conditioning Machinery and accessories, Household.

45

820 Motor Vehicles, Engines and Parts (excluding Military types) comprising :

- (a) Trucks and Truck chassis
- (b) Motor Vehicle Engines
- (c) Motor Vehicle Parts (except engines) See Annexure VIII.
(See note 4 at the end).

Exception 1 : Passenger automobiles and chassis (including station wagons) and buses are not eligible.

Exception 2 : The following items of automobiles accessories are not eligible.

- (i) Automatic Transmissions
- (ii) Air-Foam Seat Cushions
- (iii) Clocks
- (iv) Ornaments
- (v) Heaters.

- (vi) Radios or Antennas.
 (vii) Seat Covers.
 (viii) Stainless Steel Wheel Rings (hubcaps).
 (ix) Tail Pipe Extensions.
 (x) Cigar Lighters.
- 46** 822 *Miscellaneous vehicles, Parts, Accessories, Trailers and Servicing Equipment (excluding Military types.)*
- 47** 833 *Tractors and Parts comprising :*
 (a) Tracklaying Tractors.
 (b) Wheel Tractors, Garden Tractors and Motor Tillers.
- 48** 835 *Contractor's off-The-Road Wheel Tractors and Parts*
- 49** 840 *Aircraft, Parts, Accessories and Ground Handling Equipment (excluding Military Types) comprising :*
 (a) Aircraft Parts and Accessories.
 (b) Aircraft Engines, Parts and Accessories.
 (c) Miscellaneous Aircraft Parts and Accessories, not elsewhere classified; Instruments and Ground handling Equipment.
- EXCEPTION : Complete aircraft is not eligible.*
- 50** 850 *Railroad Transportation Equipment and Parts comprising :*
 (a) Railroad car parts and Accessories not elsewhere classified.
 (b) Railway Maintenance-of-way Machines.
- EXCEPTION : The following are not eligible.*
- (i) Electric Locomotives.
 (ii) Locomotive, Steam Gasoline and Diesel.
 (iii) Passenger Cars.
 (iv) Freight Cars.
 (v) Miscellaneous railroad transportation equipment.
- Spare parts for any of these items are however eligible.
- 51** 880 *Scientific and Professional Instruments Apparatus, Supplies, and Parts, comprising :*
 (a) Scientific and Professional Instruments, Apparatus, and supplies.
 (b) X-Ray Therapeutic Apparatus and Accessories.
- 52** 881 *Laboratory Equipment and Supplies*
- 53** 890 *Miscellaneous Commodities not elsewhere classified, comprising :*
 (a) Cork and Cork Products.
 (b) Photographic and Projection Goods (for industrial, educational or commercial use only).
 (c) Miscellaneous Office supplies.
 (d) Books, Maps, Pictures and other Printed matter.
 (e) Miscellaneous Commodities, not elsewhere classified.

1

2

3

4

54 891 *Rubber and Rubber Products comprising.*

- (a) Crude rubber and allied Gums. (See notes 2 and 3 at the end).
- (b) Tires, Tubes and Repair Materials. See Annexure VIII.
- (c) Miscellaneous Rubber Products.

EXCEPTION :

- 1. All synthetic and reclaimed rubber except Butyl Rubber are not eligible.
- 2. Tires, White Sidewall are not eligible.

NOTE 1: The following items are either unclassified by AID Commodity Codes or fall within several Codes because of their general description. They are not eligible for financing under the AID Loan.

- (i) Draperies
- (ii) Jewelry
- (iii) Lighters, Pocket
- (iv) Personal accessories
- (v) Rugs, Fabric or Linoleum
- (vi) Tapestry
- (vii) Toys
- (viii) Vending machines
- (ix) Venetian Blinds

NOTE 2: The following items are to be procured from the U.S. National Stockpile through G.S.A. under a special procedure. Licences if issued for any of these items will not be governed by the provisions of this Public Notice. The conditions applicable to them will be intimated when the licences are issued.

- (i) Ferronickel (included in Code No. 660)
- (ii) Nickel Sinter (included in Code No. 695)
- (iii) Nickel Metal in Cathode Form (included in Code No. 695)
- (iv) Pig Tin in Grades A,B,C,D or G (included in Code No. 696)
- (v) Crude Rubber RSS Grades 1,2, and 3 (included in Code No. 891)

NOTE 3: Import of the following items will not be governed by the provisions of this Public Notice. If and when licences are issued for any of these items, the special procedure and conditions applicable thereto will be intimated while issuing the licences.

- | | |
|--|----------------------------|
| (a) Coconut Oil | (Included in Code No. 050) |
| (b) Castor Oil | (Do.) |
| (c) Tung Oil | (Do.) |
| (d) Palm Oil | (Do.) |
| (e) Oiticica Oil | (Do.) |
| (f) Nitrogenous Fertilizers (except Ammonium Sulfate) (Code No. 230) | |

- (g) Vegetable Dyeing and Tanning extracts (included in Code No. 390)
- (h) Manganese Dioxide (except Electrolytic—"Synthetic") (included in Code No. 390)
- (i) Jute Yarn and Twine (included in Code No. 542)
- (j) Petroleum Fuels (Code No. 620)
- (k) Petroleum Asphalt (included in Code No. 621)
- (l) Crude Oil (Code No. 623)
- (m) Hydraulic Cement (included in Code No. 640)
- (n) Asbestos Fibres (except those grades of chrysotile asbestos produced in United States) (included in Code No. 640)
- (o) Ferromanganese (included in Code No. 660)
- (p) Lead in Primary forms (included in Code No. 694)
- (q) Nickel (except those specified under Note 2 above) (included in Code No. 695)
- (r) Tin (except those specified under Note 2 above) (included in Code No. 696)
- (s) Zinc in Primary forms (included in Code No. 697)
- (t) Mercury (included in Code No. 698)
- (u) Crude rubber and allied gums (except those specified under Note 2 above) (included in Code No. 891)
- (v) Silver (No. AID Code)

NOTE 4: Second hand/Rebuilt/Reconditioned items *will not* be allowed for import. Rebuilt or reconditioned automobile spare parts are eligible under special conditions indicated in Annexure VIII, if the licence is specifically endorsed to permit import of rebuilt or reconditioned automobile spare parts.

ANNEXURE II

Supplier's Certificate Agreement with the Agency for International Development

The supplier hereby acknowledges notice that the sum indicated on the accompanying invoice as claimed to be due and owing under the terms of the contract described on the reverse hereof (hereafter referred to as "said contract") is to be paid in whole or in part, out of funds made available by the United States under the Foreign Assistance Act of 1961 as amended, and that such payment is subject to Regulation 1, of the Agency for International Development (A.I.D.) as in effect on the date hereof (22 CFR Part 201). In consideration of the receipt of such sum, the supplier agrees with and certifies to A.I.D. as follows:—

1. The undersigned is the supplier of the commodities or commodity related service indicated in the Invoice-and-Contract Abstract on the reverse hereof, is entitled under said contract to the payment of the sum claimed, and is executing this Certificate and Agreement for the purpose of obtaining such payment from funds made available by the United States as described above.
2. The supplier will, upon the request of the Administrator promptly make refund to A.I.D. of any amount by which the purchase price exceeds the maximum

price permitted under the provisions of sub part G of A.I.D. Regulation 1 other than Section 201.62(a).

3. The supplier will, upon the request of the Administrator promptly make appropriate refund to A.I.D. in the event of:—

- (a) his non-performance, in whole or in part, under said contract, or
- (b) any breach by him of any of his undertaking in this Certificate and Agreement, or
- (c) any false certificate or representation made by him in this Certificate and Agreement or in the Invoice-and-Contract Abstract on the reverse hereof in regard to the transaction indicated therein.

4. The supplier will promptly pay to A.I.D. (Office of the Controller, A.I.D., Washington, D.C. 20523) any adjustment refunds, credits, or allowances payable to or for the account of the importer arising out of the terms of the said contract or the customs of the trade.

5. On the basis of information from such sources as are available to the supplier and to the best of his information and belief, any commodity supplied under said contract meets the requirements of Section 201.11(b) of A.I.D. Regulation 1 (1964 revision) as to (a) U.S. Source, (b) U.S. Origin and (c) limitation on non U.S. components.

6. The supplier or his agent has not compensated any person to obtain said contract except to the extent, if any, indicated on the reverse hereof.

7. The supplier or his agent has not given or received and will not give or receive side payments, "kickbacks" or any other payment or benefit whatever in connection with said transaction or any series of transactions of which said transaction is a part, other than those payments or benefits referred to in paragraphs 1 and 4 and indicated on the reverse hereof. Any commissions paid or to be paid in connection with said transaction are shown on the reverse hereof in blocks 20 through 22.

8. If the supplier is the producer, manufacturer or processor of the commodity, said contract is not a cost-plus-percentage of cost contract.

9. On the basis of information from such sources as are available to the supplier, and to the best of his information and belief the purchase price is no higher than the maximum price permitted under each of the requirements of Sub part G of A.I.D. Regulation I relating to maximum prices, other than Section 201.62(a).

10. The amount shown on the reverse hereof in block 2 is net of all credits, allowances, and discounts granted and payments made, by the supplier or his agent to or for the account of the importer, including all discounts and payments for quantity purchases and prompt payment customarily allowed to other customers under similar circumstances.

11. The supplier will for a period of not less than five (5) years after the date hereof maintain all business records and other documents which bear on his compliance with any of the undertakings and certifications herein and will at any time requested by A.I.D. make such records and documents available to A.I.D. for examination.

12. The supplier has complied with the provisions contained and referred to in Sub-part D of A.I.D. Regulation I. If the supplier has been informed by A.I.D. of a requirement for submitting to A.I.D. for prior review proposed sales to be financed through funds made available by A.I.D., the supplier has made such submission, has been notified by A.I.D. of the results of such review, and has complied with all conditions and requirements specified in such notification.

13. The supplier has filled in the applicable portions of the Invoice-and-Contract Abstract on the reverse hereof, certifies to the correctness of the information shown therein, and will upon the request of A.I.D. promptly furnish to A.I.D. such additional information in such form as A.I.D. may request concerning the purchase price, the cost to the supplier of the commodities and/or commodity-related services involved, or any other facts, data, or business records relating to the supplier's compliance with his undertakings and certifications in this Supplier's Certificate and Agreement.

14. The agreement incorporated herein shall be deemed to be a contract made under the laws of the District of Columbia, U.S.A., and shall be governed by and construed in accordance with such laws.

Date	Name of supplier (See instructions)
------	-------------------------------------

Signature and Title of Official Authorised to sign for Supplier.

Place executed (City, State, Country).

- NOTES : (a) Any amendments of , or additions to, the printed provisions of this supplier's Certificate and Agreement are improper and will not be considered a part thereof.
- (b) False statements herein are punishable by United States law.
- (c) *The word "Copy" must be written after signature on all signed copies other than the original.*
- (d) Importers should inform suppliers that copies of the Supplier's Certificates and of A.I.D. Regulation No. I are obtainable by Suppliers at regional offices of the U.S. Government, Department of Commerce or from the Distribution Section, PS/GSP, A.I.D. Washington D.C.

INVOICE AND CONTRACT ABSTRACT

INVOICE INFORMATION

I. A. I. D. NUMBER	2. INVOICE AMOUNT AFTER DISCOUNT		3. SOURCE OF SHIPMENT		4. STATE WHERE MADE		5. GROSS LONG TONS		
6. VESSEL NAME	BULK	BERTH	TANKER	7. FLAG	8. PORT OF EXIT	9. DATE BILL OF LADING			
						MONTH	DAY	YEAR	
10. COMMODITY OR SERVICE-IN ENGLISH	11. AID CODE	12. INVOICE DATE	13. QUANTITY	14. QUANTITY UNIT	15. UNIT PRICE	16. SHIPPING TERMS			
17. SUPPLIER'S NAME AND ADDRESS		18. CLASS OF SUPPLIER (CHECK ONE) (FOR U. S. SUPPLIERS ONLY)					19. IMPORTERS' NAME AND ADDRESS		
		SMALL BUSINESS CONCERN NOT SMALL BUSINESS CONCERN							

INFORMATION AS TO COMMISSIONS, CREDITS, ALLOWANCES, SIMILAR PAYMENTS AND SIDE PAYMENTS

20. NAMES OF RECIPIENTS	21. ADDRESSES	22. AMOUNT PAID OR TO BE PAID	
		INCLUDED IN INVOICE	NOT INCLUDED IN INVOICE

CONTRACT AND PRICE INFORMATION

23. CONTRACT DATE	24. TOTAL CONTRACT AMOUNT*	25. SPECIFY HERE ITEMS AND AMOUNTS THAT WILL ACCOUNT FOR ANY DIFFERENCES BETWEEN CONTRACT AND INVOICE PRICES.
MONTH DAY YEAR.		

*This should be exclusive of any amount shown in Block 22 on account of Indian Agents' Commission.

N.B. :—All the Blocks should be duly filled in with appropriate entries and *not left blank*. Where not applicable, the words "N.A." should be inserted in the Block.

ANNEXURE III

Notice to U.S. Business regarding proposed procurement of goods
INSTRUCTIONS:—

The importer should execute the form "Notice to U.S. Business" given below and submit 6 copies to the Ministry of Industry and Supply, Dept. of Industry (AID Section), Udyog Bhavan, New Delhi within 15 days of the receipt of the import licence. The "Notice" must be prepared in English. To the extent possible, specifications according to U.S. standards shall be indicated for all the items sought to be imported and where U.S. specifications are not known, full description of the goods shall be given. While giving the description it should be ensured that it is worded in general terms enabling all interested suppliers to send in their quotations. Care should be particularly taken to avoid mention of Model Nos., Maker's name etc. The "Notice" should include all items which are allowed to be imported under the import licence. The importer shall not place or agree to place any order with the supplier under any import licence of a value of \$ 5,000 or more until 45 days have elapsed from the time that the "Notice to U.S. Business" reaches the Agency for International Development, Washington (In special cases, to enable U.S. Business to make offers, AID may prescribe a longer period.) To ensure that notification requirements are complied with, the Ministry of Industry and Supply (Dept. of Industry) (AID Section) will, while forwarding the "Notice to U.S. Business" to AID for publication in "AID Small Business Circular", advise the importer the date upto which they shall defer placing final orders. On the expiry of this waiting period and subject to their receiving no further communication either from that authority or the AID Washington, the importers may finalise orders, after considering the quotations, if any, received from the U.S. Suppliers in response to the "Notice to U.S. Business" published by the AID in the "Small Business Circular".

2. The Ministry of Industry and Supply (Dept. of Industry) or AID may require the revision and resubmission of any "Notice to U.S. Business" which does not comply with the requirements set forth in this Annexure. If warranted, the bidline date may be extended due to such resubmissions.

3. The "Notice" should contain an entry for each paragraph A through K Paragraph (A) will always be "India", Paragraph (B) will be the Loan Number shown in the import licence and Paragraph (D) will always be U.S.A. If data for an entry is not necessary, insert 'N.A.' meaning not Applicable.

FORMAT OF

NOTICE TO U.S. BUSINESS REGARDING PROPOSED PROCUREMENT

A. COUNTRY—India.

B. AUTHORITY—AID Loan No.

C. SUBAUTHORITY—Import Licence No.

D. SOURCE—U.S.A. (Aid Geographic Code No. (000).

E. CLOSING DATE BIDS WILL BE ACCEPTED

(See Note 1)

F. IMPORTER.

(See Note 2)

G. COMMODITY.

(See Note 3)

H. SHIPPING BASIS FOR BID QUOTATIONS.

(See Note 4)

I. CABLE ADDRESS IF CABLEGRAM BIDS ARE
ACCEPTABLE.

(See Note 5)

J. DESIRED DELIVERY DATE AND PORT OF ENTRY.

K. OTHER REQUIREMENTS.

(See Note 6)

Explanatory Notes

Guidance as to the information required in the individual paragraphs of the "Notice" is contained in the following notes:—

Note 1.—This will be filled by the Ministry of Industry and Supply, Dept. of Industry, AID Section, New Delhi.

Note 2.—Indicate the name and complete address of the importer. Telephone number may also be included if the importer is willing to deal with bidders by such means.

(For example: Importer).

Acme Import Co., Ltd., 14 Front Street Bombay, India Tel. Bombay 373781).

Note 3.—Fully describe the commodities (excluding ocean transportation and marine insurance) for which quotations or offers are desired. Specifications shall indicate sizes, quantities, etc., and shall be in terminology which is readily understandable by U.S. Commercial trade and which will enable U.S. Suppliers to submit quotations without further interpretation. Electrical equipment shall include the power characteristics required. Data shall be in such sufficient detail as to provide an adequate basis on which suppliers can submit realistic offers. Omission of U.S. standards as herein prescribed, may make the entire "Notice" unacceptable.

If 'Notice to U.S. Business' contains references to drawings and/or to specifications running to several pages, the importer should send 6 copies of the 'Notice to U.S. Business' only but retain with him the drawings and the documents containing the detailed specifications about which reference has been made in the "Notice to U.S. Business". The Department of Industry, AID Section, Udyog Bhavan, New Delhi, while transmitting the 'Notice to U.S. Business' to AID, Washington, for publication will inform the importer of the 'bid closing date' (i.e. the date filled in against entry 'E' of the "Notice") and also request him to sent at least 50 copies of the drawings/documents containing specifications to the Office of the Small Business Agency for International Development, Washington, 25 D.C. direct by AIR MAIL citing reference to the number and date of the Department Industry's letter under which the Notice to 'U.S. Business' was forwarded to AID, Washington, for publication. The importer should comply with this request immediately and ensure that the copies of drawing etc., are sent to the Office of the Small Business Agency for International Development, Washington, 25, D.C. so as to reach that Office at least 45 days in advance of the 'bid closing date'. The importer should endorse to the Department of Industry (AID Section), Udyog Bhavan, New Delhi, a copy of the communication addressed to the Office of Small Business, AID, Washington, 25, D.C. in this connection. The Department of Industry, will thereupon inform the importer, having regard to the date of despatch of the drawings by the importer, whether the original 'bid closing date' remains unchanged. The importer should await this information from the Department of Industry before acting on the original 'bid line date'.

Note 4.—Indicate basis on which quotations of offers are to be submitted; c.i.f. or c. & f. Port of Entry into India; f.a.s. or f.o.b. Port of exit from U.S.A.; etc. (For example; Basis: c.i.f. Bombay).

Note 5.—Indicate whether or not cablegram quotations will be accepted. If acceptable, show Importers' cable address. (For example; I, Cablegram; Acceptable, ACICO, Bombay).

Note 6.—List any special shipping or packing instructions or other conditions and information which may be applicable and not included in preceding paragraphs. (For example; the applicable special conditions in Annexure VIII should be detailed).

ANNEXURE IV

SOURCE RULINGS

*S. No.**Item.**Source Ruling.*

Equipment.

1. Automotive

A.I.D. has ruled that knocked-down units of automotive equipment to be assembled in the recipient country may include upto ten per cent of foreign manufactured components from countries eligible under A.I.D. Geographic Code 899 even though the knocked-down unit is not complete and needs the addition of indigenously manufactured units to make a complete vehicle. The foreign components so included must, however, be shipped from an authorised source country on a single Bill of Lading with the other components. The ruling does not extend to foreign components intended as spare or replacement parts.

Suppliers desiring exception under the above ruling should present the facts in writing to the Industrial Resources Division of Material Resources, Agency for International Development, Washington, D.C., 20523.

A.I.D. has ruled that trucks manufactured in authorized source countries may contain Diesel engines of foreign manufacture from countries eligible under A.I.D. Geographic Code 899 provided that not more than 30% of the f.a.s. port of export price is represented by such components or they may be powered by gasoline engines of foreign manufacture from countries eligible under A.I.D. Geographic Code 899 with a limitation of 15%. The ruling applies whether shipped assembled or completely knocked-down provided the shipment from an authorized source on a single Bill of Lading. The exception does not extend to parts or components from authorized sources shipped for use as spare or replacement parts.

Suppliers with similar problems and desiring a specific ruling should put the facts in writing to the Industrial Resources Division of Material Resources, Agency for International Development, Washington, D.C., 20523.

2. Steel.

A.I.D. has ruled that foreign ores from countries eligible under A.I.D. Geographic Code 899 used in the production of steel by United States Producers is exempted from the 10% component rule. This is an industry ruling for which individual application need not be made.

3. Diamond Drill Bits,
Wheels and Tools.

To be eligible for A.I.D. financing, drill bits, wheels and tools which normally contain industrial diamond or

bore-cutting edges must be wholly manufactured within an area of source specified in an A.I.D. authorising document as an eligible source of supply. The term

Source Ruling.

S. No. Item.

"manufactured" means all processes necessary to produce the basic cutting tool including the setting of industrial diamonds or bort-cutting edges.

This is a general rule affecting the entire diamond tool industry. For that industry, the ratio of the value of imported diamond or bort-settings to the cost of the finished product is not pertinent provided the rule set forth in paragraph 1 is met.

4. Tyres and Tubes.

A.I.D. has ruled that the crude rubber used in the manufacture of tyres and tubes sold under A.I.D. financing may be considered as of United States source when the tyre manufacturer agrees to purchase at least an equivalent amount of crude rubber from the U.S. Government stockpile.

This is an industry ruling for which individual applications need not be made.

5. Asbestos Cement Pipe.

A.I.D. has ruled that asbestos cement products may include asbestos fibres produced in countries eligible under A.I.D. Geographic Code 899 and acquired by the producer in the form in which imported, providing the total cost of such asbestos fibres (delivered at the point of production) amounts to not more than 20% of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the asbestos cement product available for export sale (whether or not financed by A.I.D.).

This is an industry ordering for which individual applications need not be made.

6. Diesel-Electric Generators.

A.I.D. has ruled that Diesel-Electric Generators manufactured in the United States upto and including 15 KW (18.75 KVA) capacity, may contain diesel engines of foreign manufacture from countries eligible under A.I.D. Geographic Code 899 provided that not more than 50 per cent of the port of export price (excluding the cost of ocean transportation and marine insurance) is represented by such components.

This is an industry ruling for which individual applications need not be made.

7. Electrolytic Manganese Dioxide.

A.I.D. has ruled that electrolytic manganese dioxide is eligible for A.I.D. financing provided the total component cost of manganese ore imported from countries eligible under A.I.D. Geographic Code 899 does not exceed 20% of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale.

This is an industry ruling for which individual applications need not be made.

Source Ruling.

S. No. Item

8. Titanium Dioxide. A.I.D. has rules that titanium dioxide is eligible for A.I.D. financing provided the total cost of raw material, imported from countries eligible under A.I.D. Geographic Code 899, used in manufacturing the product does not exceed 15% of the lowest price (excluding the cost of ocean transportation and Marine insurance) at which the supplier makes the product available for export sale.
- This is an industry ruling for which individual applications need not be made.
9. Refined Copper (AID Commodity Code 650). A.I.D. has ruled that foreign copper ores and concentrates, black, and blister copper from countries eligible under A.I.D. Geographic Code 899 used in the production of refined copper by United States producers are exempted from the 10% componentry rule.
- This is an industry ruling for which individual applications need not be made.
10. Electrolytic Manganese Metal (included in AID Commodity Code 650). A.I.D. has ruled that electrolytic manganese metal is eligible for A.I.D. financing provided the total component cost of manganese ore imported from countries eligible under A.I.D. Geographic Code 899 does not exceed 15% of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale.
- This is an industry ruling for which individual applications need not be made.
11. Agricultural Tractors and Implements. A.I.D. has ruled that agricultural wheel tractors, (Included in Code 833) and implements, Code 770 produced in authorized source countries, may, when, it is a matter of historic practice, contain components imported from countries eligible under A.I.D. Geographic Code 899 provided the delivered cost of such components does not exceed 40% of the lowest F.A.S. port of export price of the item.

Suppliers with similar problems who desire a specific ruling should put the facts in writing to the Industrial Resources Division of Material Resources, Agency for International Development, Washington, D.C. 20523.

ANNEXURE V
DOCUMENTS REQUIRED FROM SUPPLIERS

For Cost of goods including costs of freight and/or marine insurance where the supplier pays such costs either for his own or the buyer's account, the following documents will be required:—

1. Suppliers Invoice

A. One copy (or photostat) of the supplier's invoice showing the name and address of the importer, quantity detailed description of each item shipped; sales price for each item, reflecting all trade discounts; purchasing agents commissions applicable; the basis of delivery θ (e.g., F.O.B. vessel, C.I.F., F.A.S.) of the goods; the dollar cost of any incidental services, including delivery services, not included in price of item; and name and address of supplier of marine or transportation insurance and the dollar cost of such insurance if less than fifty dollars (\$ 50).

B. The Supplier's Invoice should be either:

- (1) Marked "paid" by the supplier or,
- (2) Endorsed by, or accompanied by a certificate of an officer of a banking institution indicating that payment has been made in the amount shown in the invoice.

Where the supplier's invoice covers cost of ocean freight only, such invoice shall be executed by the supplier of the ocean freight and shall indicate instead of the quantity, description, sales prices and basis of delivery indicated above, the vessel, flag and the dollar and/or Rupee cost of ocean freight and related transportation charges, and either (a) marked "paid" by the supplier of the ocean transportation or (b) endorsed by, or accompanied by a certificate of an officer or a banking institution indicating that payment has been made in the amount shown on the invoice. If the bill of lading [required by sub-paragraph C(1) below] meets the requirements of this sub-paragraph no invoice is required.

C. In the case of goods shipped from a free port or bonded warehouse, the suppliers should endorse on or attach to the copy (or photostat) of the supplier's invoice, a statement indicating:—

- (1) Shipment from either a free port or bonded warehouse, in accordance with the facts;
- (2) the country or area from which the goods were shipped into such free ports or bonded warehouse; and
- (3) the name and flag of the vessel which transported the commodities from the U.S.A. to the free port or bonded warehouse.

2. Evidence of Shipment

A. Bill of lading or substitute, one copy (or photostat) of ocean or charter party bill of lading, or railway bill, or parcel post receipt. The Bill of Lading shall indicate the carrier's statement of charges in whatever currency it is paid.

B. Bank certificate for shipments from the United States. In the case of any commodity shipped from the continental United States (excluding Alaska) a certificate from the banking institution to the effect that it has been informed by the Approved Applicant or supplier that the sale is on an F.O.B. or F.A.S. basis and it is impracticable to furnish an ocean or charter party bill of lading, airway bill or parcel post receipt, and that either;

(1) Shipment documents sent by bank. The banking institution has received a common carrier bill of lading, warehouse receipt, mate's receipt, master's receipt dock receipt or domestic parcel post receipt (if in non-negotiable form, showing that the commodity has been consigned to or is being held for a person or organisation designated by the approved applicant); it has delivered or sent the same, in accordance with the instructions of the approved applicant, to a person or organisation designated by the approved Applicant; and it has in its possession a written undertaking of such person or organisation (a) to arrange for ocean shipment and to deliver to the banking institution a copy (or photostat) of the ocean or charter party bill of lading, airway bill, or parcel post receipt or (b) if unable to arrange for ocean shipments within 90 days of the date of the undertaking to deliver to the banking institution a common carrier bill of lading or warehouse receipt in negotiable form for the commodity or

(2) Shipment document held by bank. The banking institution has received a common carrier bill of lading or warehouse receipt in negotiable form, and is in possession of the bank; it has been unable to deliver the same to a person or organisation designated by the Approved Applicant against the written undertaking described in (1) of this sub-division, and it is holding the negotiable common carrier bill of lading or negotiable warehouse receipt except that if it becomes possible before any such instructions are received, it will proceed in accordance with (1) of this sub-division.

(3) Supplier's Certificate

The original and two copies of the "Supplier's Certificate" (and "Invoice and Contract Abstract" on reverse side, as shown in Annexure II) original signed by a responsible official of the supplier, covering the following:

- A. The cost of the commodity, including the costs of ocean freight and/or marine insurance including war risk insurance when such costs are paid by the supplier for his own or the buyer's account to be executed by the supplier of the commodity.
- B. The cost of ocean or air freight to be executed by the carrier.
- C. The cost of marine insurance including war risk insurance to be executed by the insurer, insurance broker, or underwriter, when the cost of such insurance is more than fifty dollars (\$ 50).

4. Additional Documentation

Such additional or substitute documentation as may be specified from time to time by the Government of India.

ANNEXURE

Statement showing the claims preferred and settled towards shortlandingss etc. in respect of

Sl. No.	Loan No.	Name of Importer	Commodity imported	Nature of claim whether shipment to for shortlanding which the or damages etc. claim relates	Ref. to order/ claim	Name of Supplier/ Steamer Co.	Amount of claim preferred. on whom claim has been pre- ferred
------------	----------	---------------------	-----------------------	---	-------------------------	-------------------------------------	---

1	2	3	4	5	6	7	8
---	---	---	---	---	---	---	---

VI.

A. I. D. Loans for the period ending

Amount of claim received/ settled (whether in rupees, or foreign ex- change to be indicated)	Whether in Col. 9 has been received in India in U.S. dollar/ other foreign currency (to be specified)	Amount of each shipment	Bill No. Date	Invoice No. & Date	Licence No. and Date	Whether or not the goods shortlanded/ damages were replaced by fresh imports from a source other than AID Loan	Reference letter with documents forwarded to the Ministry of Finance for claiming the Re- imburse- ment from AID	Remarks
9	10	11	12	13	14	15	16	17

ANNEXURE VII
MARKING REQUIREMENTS

GOODS AND SHIPPING CONTAINERS

Except as otherwise provided below, all loan financed goods (including machinery, equipment and materials) and their shipping containers will carry an emblem or other marking appropriately indicating the cooperation of the Government of the United States in furnishing assistance in the financing of the goods. Normally, those emblems or markers are affixed by the suppliers of the goods. Importers under AID Loans are responsible for assuring that suppliers of loan-financed goods receive necessary instructions concerning AID marking requirements.

1. *Type of Emblem or Marker:*

The requirements of the foregoing paragraph may be complied with by affixing a label, decalcomania, stencil, tag, metal plate, or by other means. The kind of emblem and size will depend on the type of commodity or shipping container and the nature of the surface to be marked, but in all cases must be large enough to be clearly visible at a reasonable distance. Emblems placed on goods must be substantially as durable as the trade mark or brand name affixed by the producer; emblems on shipping containers must be legible until they reach their destination. A list of firms that supply emblems satisfactory to the AID is attached hereto.

2. *Exemptions and Waivers:*

(a) *Exempted Goods:* To the extent compliance is impracticable materials shipped in bulk, and semi-finished products that are not packaged in any way are exempt from the above prescribed marking requirements. If such materials or semi-finished products are shipped in containers of any kind, appropriate markers as described above shall be placed on or attached to the containers.

(b) *Waivers:* If strict compliance with the marking requirements, in their application to particular shipments or categories of goods, will result in undue hardship, disproportionate expense, delay in delivery of the goods, or is otherwise impracticable, the supplier should apply to the Office of the Small Business,

Agency for International Development, Washington with a copy to the Importer. Upon receipt of such application, AID will consider waiving the marking requirements as they apply to the particular shipment or category of goods, or may prescribe alternative means for complying with the requirements. If AID issues a waiver in this regard, the supplier should send a copy of the waiver to the importer.

DEPARTMENT OF STATE

AGENCY FOR INTERNATIONAL DEVELOPMENT

Washington, D.C. 20523

LIST OF U.S. SUPPLIERS OF OFFICIAL EMBLEM

The following firms have indicated that they stock the American Aid emblem in one form or another, or will produce in on order. The inclusion of these names on this list should in no way be interpreted as AID endorsement of the firms or their products. The list is not to be regarded as restrictive in any way since obviously similar items can be produced by additional firms which are not known to this agency. The names of such firms will, upon request, be added to subsequent lists. Commodity suppliers are responsible for obtaining and using emblems as visible and durable as the trade mark or company or brand name affixed by the producer of the commodity.

N. Bright, Inc.
30 N. La Salle Street,
Chicago 2, Illinois
2530—18th St., San Francisco 10
606S. Hill St., Los Angeles 14.

Unz & Company, Inc.
24, Beaver Street, New York 4, New York.

John Hughes Company.
6119 Chillum place, N.E., Washington 11, D.C.

Orth Shore Nameplate, Inc.
Bank of Manhattan Building, Bayside 61, New York.

Algene Marketing Equipment Co.
232 Palisade Avenue Garfield, New Jersey.

Harrison Lithographers, Inc.
101 W. 26 Street, New York 1, New York

Denney Tag Company.
West Chester, Pennsylvania . . .

U.S. Tag & Ticket Co.
2217 Robt Street, Baltimore 18, Maryland.

Allied Decals, Inc.
20700 Miles Avenue Cleveland 28, Ohio.

Capitol Marketing Company
6022 Berkshire Drive Washington, 22, D.C.

American Decalcomania, Co.
16th & New York Ave., N.Y. Wash. 5
D.C. 4334 W. Fifth Ave., Chicago 111.

Stocks emblem in wide range of sizes, following forms: Labels; decals; aluminium foil; tags; stencils; shipping cards; adhesive tapes; stainless steel plates and aluminium plates; emblem etched, colored enamels overlaid and baked.

Stocks emblem in wide range of sizes, following forms: labels; decals; tags, Stencils; shipping cards; aluminium plates; emblem lithographed and baked-varnished; emblem banners.

Stocks in various sizes: Oil board stencils; adhesive tapes in rolls; hand duplicator, prints 2-color emblem at one application; labels.

Stocks pressure-sensitive waterproof tape die cut emblems on dispenser cards; pressure-sensitive etched anodized aluminium foil emblems; plastic tags.

Stocks hand stamping devices which apply emblems in 2 colors, and PA number, if desired, at one application.

Stocks plastic tags and paper labels.

Tags only, of tag board and tag cloth, regular or wot strength, single or double eyelet, on order.

Tags only, similar the above.

Decals, on order.

Stocks emblem in wide range of sizes and forms; labels; decals, plastic shipping tags; stencils; pressure sensitive varnish coated labels; aluminium plates, emblem etched, colored enamels, overlaid and baked.

Decals of Various Types, applied by water, cement Heat solvent, or pressure.

<i>Mc Gregor & Werner, Inc.</i> 1640 Connecticut Avenue, N.W. Washington 9, D.C.	Aluminium foil emblems labels, decals and shipping tags supplied from stock; other items on order.
<i>Dasher Business Machines Inc.</i> 1145 Nineteenth St., N.W. Washington 6, D.C.	Alloyed aluminum tags and plates in a variety of sizes.
<i>Kaumagraph Company</i> Wilmington 99, Delaware.	Various heat transfer types for use on cloth, metal or paper.
<i>Jackmeyer Label Corporation</i> 855 Avenue of the Americas New York 1, New York.	Various heat transfer types for use on cloth metal or paper
<i>Chase Bag Company</i> 309 W. Jackson Blvd. Chicago 6 Illinois.	Bags; Burlap, cotton, heavy duty paper, multi-wall open mesh, canvas, etc., any size, with emblem printed required colors.
<i>International Bag Company</i> 2841 Broadway New York 25, New York	Bags; Burlap, cotton, heavy duty paper, multi-wall open mesh, canvas, etc., any size.
<i>Robert Lowenstein</i> 601 West 110th Street New York 25, New York.	Bags; Burlap, cotton; heavy duty paper, multi-wall, open mesh, canvas etc., any size, with emblem printed required colors.
<i>Ames Harris Neville Company</i> 2800 Seventeenth Street San Francisco 10, California.	Bags; Burlap, cotton, multiwall, open mesh canvas, etc. in many sizes carrying the AID emblem
<i>Bemis Bros Bag Co.</i> 408 Pine Street, St. Louis 2, Missouri.	Items similar to those in preceding listing.
<i>Fulton Bag & Cotton Mills</i> Post Office Box 198, New Orleans, 3, Louisiana.	Items similar to those in preceding listing.
<i>Aantic Bag Company</i> 429 South Fifth Street Brooklyn 11, New York.	Items similar to those in preceding listing.
<i>Superior Bag & Burlap Co.</i> -58, Brown Street, Norfolk, Virginia.	Items similar to those in preceding listing.
<i>Consolidated Bag Co.</i> 3435 Melvale Street Philadelphia 34, Pennsylvania.	Items similar to those in preceding listing.
<i>May-Katz Bag Company</i> 312 S. New Jersey Street, Indianapolis 4, Indiana.	Items similar to those in preceding listing.
<i>George Mayer Co. Inc.</i> , 546 B. Market Street, Indianapolis, Indiana.	Makes metal emblems on order only.
<i>American Emblem Co. Inc.</i> P.O. Box 116, Utica 1, New York.	Makes metal emblems on order only.
<i>J. Ashton Green & Assoc</i> P.O. Box 2381, Custom House, New Orleans, Louisiana.	Labels, stickers, tags, etc. from stocks.
<i>Wolcots.</i> 214 S Spring Street, Los Angeles 12, California.	Supplies paper labels, various sizes, from stock.
<i>Miller Dial & Name Plate Co.</i> 4400 N. Temple City Blvd. El Monte, California.	Will furnish metal foil emblems, or heavier type, to order only.
<i>Cleveland Metal Specialities Co.</i> 1753 East 21st Street Cleveland 14, Ohio.	Will produce metal emblems to order only.

Lindgren-Turner Co.

W. 902 Broadway, Spokane 1, Washington.

Vinyl and paper labels.

*Wetmore & Company*1015 South Shepherd Drive Box
73026 Houston 19, Texas.

Stocks emblem in wide range of sizes and forms; gummed labels, pressure-sensitive, reflective, and metallic materials, tags, aluminum plates, foils.

The Hesik Co., Inc.

2220 N. Merced Avenue, South El Monte, California.

Die cast chrome nameplates; etched nameplates; pressure sensitive reflective vinyl; water-cut pressure sensitive paper labels.

ANNEXURE VIII TO PUBLIC NOTICE No. 27-ITC(PN)/65, DATED 14-4-1965

SPECIAL CONDITIONS APPLICABLE TO CERTAIN ITEMS OF IMPORT

1. Fertilizers comprising Nitrogenous Fertilizers Code No. 230, Potash Fertilizers Code No. 233, Chemical and Mechanical Fertilizers Mixtures Code No. 234, and Phosphates and Phosphatic Fertilizer Materials Code No. 235.

The detailed special conditions applicable to the above items should be ascertained by the Importer from the Ministry of Industry and Supply, Deptt. of Industry, AID Section, immediately on receipt of the licence. After ascertaining the special conditions, the importer should ensure their observance including submission of Notice to U.S. Business in conformity with those conditions.

2. Pesticides and Agricultural Chemical Specialities (excluding DDT) (Code No. 236);

DDT for all purposes (20 per cent or more DDT) (Code No. 237).

(1) *Inspection:* The seller must agree to make each shipment available to buyer's representative for inspection and sampling prior to loading abroad vessel or at source plant.

(2) *Special Instructions:* (a) The Bid Invitation should not be limited to particular trade names. The principal formulation (as well as the trade name if desired) should be included so that all manufacturers have an equal opportunity to bid.

(b) *Evaluation:* Bids will be evaluated and awards made on the basis of the lowest landed cost per unit of active ingredient in acceptable form and condition.

(c) *Packing:* Suitable for export shipment and climatic conditions prior to arrival at port and at destination site, and suitable for maintaining physical condition of each material requested.

3. Medicinal and Pharmaceutical Preparations comprising of

(A) Finished Medicinal and Pharmaceutical Preparations

(B) Medicinal Chemicals and Biologics and

(C) Anti Malaria Drugs. (Code No. 370).

The detailed special conditions applicable to the above items should be ascertained by the Importer from the Ministry of Industry and Supply, Deptt. of Industry, AID Section, immediately on receipt of the licence. After ascertaining the special conditions, the Importer should ensure their observance including submission of Notice to U.S. Business in conformity with those conditions.

4. Coal Tar Dyestuffs, (Code No. 393).

The items to be imported will be restricted to colors, dyes and pigments listed in the Color Index or any of the types of product covered by the Color Index invented or produced subsequent to the issuance of same. While submitting 'Notice to U.S. Business' for the items proposed for procurement, the importer shall indicate therein full specifications including the specific Color required and Color Index or prototype number.

5. Petroleum Non-Fuels (Code No. 621), and Crude Oil (Code No. 623).

Invoices must identify commodities shipped hereunder by: (1) AID Com-

modity Code; (2) Proprietary name, if any, and other suitable identifying description, including generally accepted trade identification symbol, and when applicable the viscosity number and (3) applicable United States military or Federal Specification Number, if any.

When paving asphalt is purchased at an estimated C & F value of \$ 15,000 or more, the importer shall select the supplier by soliciting bids through formal competitive bid procedures. (Details on formal bid procedure are available in the Ministry of Industry and Supply, Deptt. of Industry, AID Section).

6. Iron and Steel Mill Products (Code No. 660).

I. Import of Stainless Steels and/or Stainless Steel Products, in which nickel is an alloy of value, will be subject to the condition that the U.S. Suppliers should agree to purchase at the option of the United States Government and under applicable procedures (to be ascertained by the U.S. supplier from the General Services Administration, Defence Materials Service, Washington DC 20405), surplus nickel from the Defence Production Act inventory through G.S.A. in amounts equal to the quantity of nickel required to produce the stainless steels and/or Stainless Steel Products supplied.

The importer should specify the above obligation of the U.S. supplier in the 'Notice to U.S. Business' relevant to the procurement. He should also, besides embodying the above obligation in his contracts with the U.S. suppliers, inform the U.S. AID, New Delhi (Attention EO/PRO) of the name of U.S. supplier and the particulars of the transaction (contract number, quantity, value) as soon as the purchase contract is made.

II. Import of Tin Plate and/or Terne Plate will be subject to the condition that the U.S. suppliers should agree to purchase at the option of the U.S. Government and under applicable procedures (to be ascertained by the U.S. supplier from the General Services Administration, Defence Materials Service, Washington DC 20405), surplus pig tin from the National Stockpile through G.S.A. in amounts equal to the quantity required to produce the Tin Plate and/or Terne Plate to be supplied.

The importer should specify the above obligation of the U.S. supplier in the 'Notice to U.S. Business' relevant to the procurement. He should also, besides embodying the above obligation in his contracts with the U.S. suppliers, inform the U.S. AID, New Delhi (Attention EO/PRO) of the name of U.S. supplier and the particulars of the transaction (contract number, quantity, value) as soon as the purchase contract is made.

7. Nickel Products and Nickel Base Alloy Products (included in Code No. 695).

Import of Nickel Products and Nickel Base Alloy Products, in which nickel is the alloy of chief value, will be subject to the condition that the U.S. Supplier should agree to purchase at the option of the U.S. Government and under applicable procedures (to be ascertained by the U.S. Supplier from the General Services Administration, Defence Materials Service, Washington D.C. 20405), surplus nickel from the Defence Production Act Inventory through G.S.A. in amounts equal to the quantity required to produce the nickel and/or nickel base alloy products supplied.

The importer should specify the above obligation of the U.S. supplier in the 'Notice to U.S. Business' relevant to the procurement. He should also, besides embodying the above obligation in his contracts with the U.S. suppliers, inform the U.S. AID, New Delhi (Attention EO/PRO) of the name of U.S. supplier and the particulars of the transaction (contract number, quantity, value) as soon as the purchase contract is made.

8. Tin Products and Tin Base Alloy Products including Base Babbitt Metals (Included in Code No. 696).

Import of these items will be subject to the condition that the U.S. suppliers should agree to purchase at the option of the U.S. Government and under applicable procedures (to be ascertained by the U.S. supplier from the General Services Administration, Defence Materials Service, Washington DC 20405), surplus pig

tin from the National Stockpile through G.S.A. in amounts equal to the quantity required to produce the tin and/or tin base alloy products to be supplied.

The importer should specify the above obligation of the U.S. supplier in the 'Notice to U.S. Business' relevant to the procurement. He should also, besides embodying the above obligation in his contracts with the U.S. suppliers, inform the U.S. AID, New Delhi (Attention EO/PRO) of the name of U.S. supplier and the particulars of the transaction (contract number, quantity, value) as soon as the purchase contract is made.

9. Rubber Tyres and Tubes (Included in Code No. 891).

The import of Rubber Tyres and Tubes will be subject to the condition that the U.S. suppliers should agree to purchase at the option of the U.S. Government and under applicable procedures (to be ascertained by the U.S. supplier from the General Services Administration, Defence Materials Service, Washington DC 20405) and within quantity and price restrictions contained in current stockpile rubber plans, excess natural rubber from the U.S. Strategic and Critical Stockpile in such amounts as may be specified by the G.S.A. of the U.S. Government upto full dollar value of the sale price of the tyres and tubes supplied.

The importer should specify the above obligation of the U.S. supplier in the 'Notice to U.S. Business' relevant to the procurement. He should also, besides embodying the above obligation in his contracts with the U.S. Supplier inform the U.S. AID, New Delhi (Attention EO/PRO) of the name of U.S. supplier and the particulars of the transaction (contract number, quantity, value) as soon as the purchase contract is made.

10. Rebuilt or Reconditioned Automobile Spare Parts: (Included in Code No. 820).

In cases of import licences of \$ 5000 or more where submission of 'Notice to U.S. Business' is necessary in accordance with clause (II) of the Appendix to this Public Notice, the importer should specifically indicate in the 'Notice to U.S. Business' against the relevant automobile spare parts item that rebuilt or reconditioned items are required so that manufacturers of rebuilt or reconditioned automobile spare parts may quote for these items.

2. Before finalising the order on a U.S. manufacturer of rebuilt or reconditioned automobile spare parts, the importer should obtain confirmation from the U.S. manufacturer of the following:—

- (a) To ensure that the standards of the manufactured parts conform and continue to conform with the quality advertised by the manufacturer or rebuilders, a procedure of inspection has been established under which registered engineers of an independent consulting engineering firm:
 - (i) perform an initial inspection of the production procedures, testing procedures and equipment used by the manufacturer or rebuilders;
 - (ii) perform subsequent periods inspection, not less than one time in each three subsequent month period following the initial inspection of production procedures and testing procedures, including a spot check of rebuilt or reconditioned parts which are being shipped to India during each periodic inspection; and
 - (iii) certify on each invoice for shipments of parts to India that the parts meet the quality standards advertised by the manufacturer or rebuilders.
- (b) the contract between the manufacturer or rebuilders and the independent consulting engineering firm for the performance of the functions mentioned above has the approval of AID, Washington.

3. The importer should ensure that his contract with the U.S. manufacturer embodies *inter alia* the requirement set out in (a) and (b) of para 2 above.

P. SABANAYAGAM,
Chief Controller of Imports & Exports